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BOSTON REDEVELOPMENT AUTHORITY

June 29, 1989

MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and Land Owned by the Massachusetts Bay Transportation Authority

Master Plan: Pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), this Plan sets forth a statement of the development concept for the improvement of Southwest Corridor Parcel 18 in Roxbury (the "Project"), including the planning objectives and character of the Project, the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of the area and structures, the range of dimensional requirements contemplated for each of the proposed uses, the proposed densities, the projected number of employees, the proposed traffic circulation, parking and loading facilities, access to public transportation, the proposed dimensions of structures, and the proposed phasing of construction of development for the Project. A development plan will also be submitted on even date herewith setting forth information on the first phase of the Project ("Phase 1") and requesting specific zoning exceptions and conditional use permits required for the development of Phase 1. It is anticipated that one or more additional development plans for subsequent phases will be submitted in the future setting forth further information on the Project and requesting specific zoning exceptions and conditional use permits required for the development of such phases.

Developer: Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Location and Description of Property: The parcel of land described in Exhibit A attached hereto and containing approximately 5.10 acres (the "Site").

Planning Objectives and Character of Development Including Location and Appearance of Structures: The Project involves an unparalleled revitalization and transformation of an undeveloped parcel of land along the Southwest Corridor. The Project will consist of the construction of a mixed-use development including one or more of the uses set forth in the use chart attached hereto and incorporated herein as Exhibit B (the "Use Chart").

It is currently contemplated that up to five major buildings will be constructed on the Site in a phased development sequence. The buildings will be multi-story and will be constructed primarily of brick and pre-cast concrete panels and granite details. Although the uses of each of the major buildings have not been finally determined, there will be no uses of the major buildings other than as set forth in the Use Chart and other than as permitted in any subsequently approved development plan for the Project or phase thereof. Three of these buildings, to be situated along Tremont Street, would house primarily office and ground level retail space. A fourth building, also to be situated along Tremont Street, would house primarily either hotel or office space and ground level retail space. A fifth building, to be situated along Columbus Avenue Extension, would house primarily retail space and parking on the ground floor and multiple levels of above-grade parking providing approximately 640 to 690 parking spaces. The five buildings will contain no more than 1,220,000 square feet of gross floor area. The Project may also include a parking garage to be located below-grade and to provide an estimated 350 parking spaces.

A central plaza on axis with the principal facade of Ruggles Station will be the focal point of the Project. The boundaries of the plaza are set forth on the plaza plan attached hereto and incorporated herein as Exhibit C. The plaza will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the cost of constructing the plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement currently being negotiated by and among the Boston Redevelopment Authority, the Massachusetts Bay Transportation Authority and Ruggles Center Joint Venture (the "Conveyance and Construction Agreement"). With a series of retail uses and building lobbies opening onto the plaza coupled with the Ruggles Station entrance, it is anticipated that the plaza will become a hub of pedestrian activity. Additional building entries and retail uses planned along Columbus Avenue Extension, Tremont Street, Melnea Cass Boulevard and Ruggles Street are expected to make the Project a lively and attractive place for shopping. The ground plane of the plaza will be a combination of brick paving and granite accent

strips with metal tree grates, a fountain, public art, lighting and sturdy decorative seating. Trees and shrubs will be used to soften and make inviting, public pathways and gathering places. The plaza will not only enhance the Project but will also serve transit riders as well as the general public. The proposed range of shops and stores, the restaurants and cafes, the proposed hotel, and the proposed office buildings and other proposed uses are expected to provide job opportunities, services and entertainment for area residents and the larger community as well.

The Developer will also improve that portion of Columbus Avenue Extension located within the Site (the "Way") and the sidewalks abutting all of the buildings to be constructed on the Site as more particularly set forth in the Conveyance and Construction Agreement.

The Project involves an unprecedented addition to the infrastructure and public amenities of Roxbury and the Southwest Corridor. The Master Plan is intended to facilitate the expansion of Boston's city fabric to the Site in order to relieve the development congestion that is occurring in the existing downtown area. Further, the Project is ideally situated for both local and regional public transit access. The Project is expected to reinforce the directional movement on Tremont Street and Columbus Avenue Extension and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Project will be served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles Station to downtown Boston via the Orange Line is under ten minutes. Even the roadway access is well-situated to the major highway system, as access to the Massachusetts Turnpike (I-90) and the Central Artery (I-93) is nearby, without long travel distances on local streets. The exceptional public transportation and automobile access to the Site, together with the nearby cultural facilities and major institutions, such as museums, universities and hospitals, position the Site as the anchor of a newly emerging neighborhood center and gateway into the heart of Boston.

Because of the size of the Project and the proposed phased development sequence, it is necessary at this time to establish an approved Master Plan, upon which the Applicant may rely in order to ensure commitment to all elements of the Project and to ensure an orderly basis for proceeding with development of the Site pursuant to the development plan for Phase 1 and one or more additional development plans for a subsequent phase or phases of the Project.

Conceptual plans of the Project are attached hereto and incorporated herein as Exhibit D. The plans are attached for

illustrative purposes only and are subject to final design, environmental and other development review by the Boston Redevelopment Authority in accordance with the Authority's Development Review Procedures dated 1985, revised 1986 (the "Development Review Procedures"). It is anticipated that additional plans of the Project will be submitted with the development plan for Phase 1 and the development plan or plans for any subsequent phase or phases of Ruggles Center.

Proposed Uses: The Site may include one or more of the uses set forth in the Use Chart attached hereto and incorporated herein as Exhibit B.

Range of Dimensional Requirements Contemplated for Each Proposed Use: Table I provides information on various uses proposed in connection with the Project.

TABLE I

Use	Range of Dimensions[A]
Hotel	180,000 to 190,000 square feet of gross floor area
Office/Research and Development/ Institutional/ Educational	650,000 to 725,000 square feet of gross floor area[B]
Retail/Day Care	45,000 to 55,000 square feet of gross floor area
Open Space	100,000 to 110,000 square feet
Below-Grade Parking	135,000 to 145,000 square feet of gross floor area (325 to 350 parking spaces)
Above-Grade Parking	220,000 to 250,000 square feet of gross floor area (640 to 690 parking spaces)

[A] See Note 1 below.

[B] See Note 2 below.

Notes to Table I:

1. All the figures set forth in Table I are approximate and are subject to change. Each phase of the Project will require the submission of a development plan. Therefore, the figures set forth in Table I may change in a manner consistent with subsequently approved development plans and will be subject to design, environmental and other development review by the Boston Development Authority in accordance with the Development Procedures Review for each respective phase of the Project. Changes, if any, will be reflected in the development plan or plans for any subsequent phase or phases of the Project.

2. If a hotel is not developed on the Site, the number of square feet devoted to office/research and development/ institutional/educational use will increase and will range from 830,000 to 915,000 square feet of gross floor area.

Proposed Phasing of Construction: Construction of Phase 1 is expected to begin in October of 1989, with completion of the high-rise component of the first office building in the Project and a portion of the garage building containing 250 parking spaces anticipated by June 1991. It is estimated that the subsequent buildings will be constructed during the period 1991 to 1996. Each building may be financed independently of other buildings and the land on which each building is located may need to be considered as a separate zoning lot capable of being mortgaged or conveyed as such. It is anticipated that one or more additional development plans will be submitted for each phase of the Project following approval of this Master Plan and the development plan for Phase 1.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the Developer will enter into a Development Impact Project Agreement (the "DIP Agreement") with the Boston Redevelopment Authority (the "Authority") and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Developer's option, by (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as the "Housing Contribution Grant"), (ii) the creation by the Developer of housing units for occupancy exclusively by low and moderate income residents of the City of Boston at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as

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the "Housing Creation Option"), or (iii) some combination of items (i) and (ii) above.

At the present time, it is anticipated that the DIP Contribution for the Project will be satisfied solely in the form of the Housing Creation Option subject to the approval of a Housing Creation Proposal by the Authority and the Neighborhood Housing Trust with input from the Chinatown and Roxbury communities. The DIP Contribution for the Project (based upon the maximum development permitted hereunder) will be approximately $4,500,000. The DIP Contribution shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement or the Housing Creation Agreement. In the event that a Housing Creation Proposal is not approved by the Neighborhood Housing Trust and the Authority, the Applicant shall pay the DIP Contribution in accordance with the Housing Contribution Grant provisions of the DIP Agreement entered into by and between the Authority and the Applicant.

As required under Section 26B-3 of the Code, the Developer will also be responsible for making a Jobs Contribution Grant with regard to the Project. It is anticipated that the Jobs Contribution Grant for the Project (based upon the maximum development permitted hereunder) will be approximately $900,000. The Jobs Contribution Grant shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement.

Zoning: The predominant portion of the Site is currently zoned M-1, a restricted manufacturing district, with a maximum floor area ratio ("FAR") of 1.0. A small portion of the Site is currently zoned M-2, a restricted manufacturing district, with a maximum FAR of 2.0. The Site is also located within the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). Within the Roxbury IPOD, the Site is located in the Parcel 18 Area and the Tremont Street Boulevard Planning District. In addition, the Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. This Master Plan provides for an overall FAR for the Site of 5.5 based upon the ratio of 1,220,000 square feet of gross floor area of proposed development (not including below-grade parking), to the total land area included in the Site of approximately 222,295 square feet, or approximately 5.10 acres. Because of the technical definitions of "gross floor area," "floor area ratio" and "lot area" in the Code and the construction of the plaza, open space, sidewalks, related roadways and other public areas, the actual FAR of the Project may be larger because such areas may be excluded from the area of the "lot" upon which FAR is calculated pursuant to the Code. Since the Project will be subdivided pursuant to several development plans after the development plan for Phase 1, particular

components of the Project, analyzed separately, may have a different FAR. The total development (not including below-grade parking), however, will not exceed 1,220,000 square feet of gross floor area.

It is anticipated that the Boston Redevelopment Authority will petition the Boston Zoning Commission to designate the Site as a Planned Development Area ("PDA"), and if so designated, the Site will be located in an M-1-D and M-2-D zoning district. In such districts, relief from the requirements of the Code is sought as an Exception pursuant to Article 6A of the Code. It is anticipated that the Project will require Exceptions under the Code including, without limitation, Exceptions under the following Articles of the Code: Article 8 (Regulation of Uses), Article 13 (Dimensional Requirements), Article 15 (Building Bulk), Article 19 (Side Yards), Article 20 (Rear Yards), Article 21 (Setbacks), Article 24 (Off-Street Loading), Article 27E (Roxbury IPOD), and Article 34 (Interim Office Use Controls).

Projected Number of Employees: It is anticipated that the Project will generate approximately 2,000 construction jobs and provide approximately 3,000 permanent jobs.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured to accommodate the plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Once constructed, the plaza will extend northerly from Tremont Street to the entrance of Ruggles Station. Within the plaza, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for the Project will be off Columbus Avenue Extension and the northwest edge of the plaza. In addition, appropriate drop-offs for the proposed hotel will be provided as necessary. The public plaza and related roadways and sidewalks, including the "kiss and ride turn-around" and the parking islands, will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the costs of constructing the plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement.

Parking and Loading Facilities: An above-grade parking garage will be constructed on the Site. The Project may also include a parking garage to be located below-grade. Off-street

loading facilities will be provided as necessary to accommodate the buildings in the Project.

Access to Public Transportation: The Site is located in Roxbury and immediately adjacent to the Ruggles Station. The Site will be served by the Orange Line, the Commuter Rail and numerous MBTA bus routes.

Public Benefits: The Project is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City and the State. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City.

The Project is critically important to the revitalization of the Southwest Corridor. The new buildings and infrastructure will visually and symbolically mark this significant development. In addition, the proposed range of shops and stores, restaurants and cafes, the proposed hotel, and the proposed office buildings and other proposed uses are expected to provide job opportunities, services and entertainment resources for area residents and the larger community as well.

The approval of the Master Plan and the anticipated PDA designation will make possible the development of the Project in an area which may not otherwise attract development. The development of the Project will serve as the anchor to rebuild a new service-oriented neighborhood economy in Roxbury and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs, the expansion of the local economy and the creation of a vital new local market. Furthermore, the development of the Project will stimulate additional development and inner city renewal in Roxbury and the Southwest Corridor.

Additional public benefits will be realized because of this Site's inclusion in the Program. These benefits include contributions to a proposed community development fund, the promotion of employment, job training and job creation programs designed specifically to benefit minorities and women, a contribution to the Parcel 18+ Development Task Force as a planning grant, the establishment of a challenge grant to develop minority capacity to obtain management level positions in the real estate industry, the utilization of minority and women business enterprises for contracts related to the development of the Project, the provision of technical assistance to minority and women business enterprises, the construction of child care

facilities, the contribution of housing linkage payments to create housing in Roxbury, and the continued assistance to and commitment to involve the Roxbury community in planning the community benefits programs. The public benefits are described in detail in a Memorandum of Understanding currently being negotiated by and among the Boston Redevelopment Authority, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council, Ruggles Center Joint Venture and Kingston Bedford Joint Venture, a copy of which is attached hereto and incorporated herein as Exhibit E (the "Community Benefits Memorandum"). The Community Benefits Memorandum is subject to further negotiations by and among the parties thereto and does not create or constitute any binding obligations upon the Developer until fully executed by all the parties thereto. A copy of the Community Benefits Memorandum will be submitted to the Authority upon its full execution.

EXHIBIT A

SITE

SITE

The tract of land in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and the southerly side of the Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, as shown on a plan entitled "Site Area Diagram" for the Ruggles Center redevelopment project by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Begin at the point of curvature located on the edge of traveled way situated S46-20-24W and 16.13' from a stone bound at the northwesterly corner of the Right of Way intersection of said Melnea Cass Boulevard and said Tremont Street.

Thence Southerly along the edge of traveled way by a curve forming the junction of said Melnea Cass Boulevard and said Tremont Street, 31.75' to the point of a compound curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street, 159.49' to a point of tangency.

Thence S58-20-30W continuing along the edge of the traveled way by said Tremont Street 301.74' to a point of curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street 52.44' to a point of tangency.

Thence S55-54-24W continuing along the edge of traveled way by said Tremont Street 169.86' to a point of curvature.

Thence Northwesterly on a curve along the edge of traveled way forming the junction of said Tremont Street and said Ruggles Street 40.42' to a point of tangency.

Thence N31-26-43W along the edge of traveled way of the said Ruggles Street 187.25' to an angle point.

Thence N49-05-07E along the MBTA Southwest Corridor Parkland Easement 25.26' to a point of curvature at the Playground Easement.

Thence Northeasterly on a curve along the said Playground Easement 152.69' to a point of tangency.

Thence S77-48-07E along the said Playground Easement 16.00' to an angle point.

Thence N49-21-14E along the said Parkland Easement 45.15' to a point of curvature.

Thence Northeasterly on a curve along said Parkland Easement 119.16' to a point of tangency.

Thence N41-45-59E along the said Parkland Easement 3.76' to an angle point.

Thence N32-48-07W along a line, crossing the said Parkland Easement 22.82' to an angle point on the said Parkland Easement.

Thence N41-45-58E along the said Parkland Easement 131.06' to an angle point.

Thence N78-15-00W along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E along the said property line of Parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W along the property line of Parcel 18-2 and along the extension of said Property Line 9.43' to an angle point on the edge of traveled way of the MBTA Bus Lane.

Thence N41-45-58E along the edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence Northeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E along the edge of traveled way of said MBTA Bus Lane 15.44' to a point of curvature.

Thence Southeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 26.00' to a point of tangency.

Thence S36-17-18E along the edge of the traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence Southeasterly on a curve along the edge of the traveled way of the said Melnea Cass Boulevard 12.06' to a point of tangency.

Thence S50-10-56W along the said Parkland Easement 18.48' to an angle point.

Thence S36-14-34E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 80.64' to an angle point.

Thence S36-17-12E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 215.82' to the point of the beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc. has a total area of 222,295.9 SF or 5.10 acres.

EXHIBIT B

USE CHART

PROPOSED USES
FOR RUGGLES CENTER

1. Permitted Uses

No.	Use Item
17	Day care center.
27	Open space in public or private ownership for active or passive recreational use or to the conservation of natural resources.
31	Automatic telephone exchange.
32	Telephone exchange (other than automatic).
33	Fire station; police station.
34	Stores primarily serving the local retail business needs of the residents of the neighborhood, including, but not limited to a store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
35	Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
36A	Sale over the counter of non-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
37	Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink

	is served to, or consumed by, persons while seated in motor vehicles.
38	Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as an accessory use described in Use Item No. 86b or 86c).
39A	Clinic not accessory to a main use.
42	Office or display or sales space of a wholesale, jobbing or distributing house.
43	Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station or laundry or dry-cleaner; or similar use.
44	Tailor shop, hand laundry; dry cleaning shop (provided that only nonflammable solvents are used for cleaning).
46	Caterer's establishment; photographer's studio.
48	Research laboratory; radio or television studio.
50	Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like.
54	Wholesale business, including accessory storage (other than of flammable liquids, gases and explosives) in roofed structures.
56	Warehouse.
60	Car wash.

68	Manufacture or repair of various products, including, without limitation: Cameras or other photographic equipment; electronic components and supplies; leather products, including shoes, machine belting, and the like; optical equipment, clocks, or similar precision instruments.
72A	As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard.
80	As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use.
81	As an accessory use subject to the limitations and restrictions of Article 10, the manufacture, assembly or packaging of products sold on the lot.
85	As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.
86	As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of not more than four amusement game machines: a. in a private club or similar noncommercial use. b. in a bar, tavern or other commercial establishment where alcoholic beverages are sole and consumed. c. in a store, self-service laundry, restaurant, or other commercial establishment (other than a commercial establishment where alcoholic beverages are sold and consumed).

2. Conditional Uses (Conditional Use Permits or Exceptions Required)

No.	Use Item
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts.
18	Trade, professional or other school.
19	Machine shop or other noise activity accessory to a school, college or university.
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
28	Private grounds for games and sports not conducted for profit.
29	Adult education center building; community center building; settlement house.
30	Private club (including quarters of fraternal organizations) operated for members only.
39	Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).

40	Real estate insurance or other agency office (conditional through April 28, 1990).
41	Office building, post office, bank or similar establishment (conditional through April 28, 1990).
59	Parking garage.
61	Rental agency.
66	Helicopter landing facility.
71	Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district.
72	As an accessory use, a garage or parking space for occupants, employees, customers, students and visitors.
77	As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to an educational or institutional use.
78	As an accessory use subject to the limitations and restrictions of Article 10, in hotels with more than fifty sleeping rooms, newsstand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building.
84	As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in a I district.

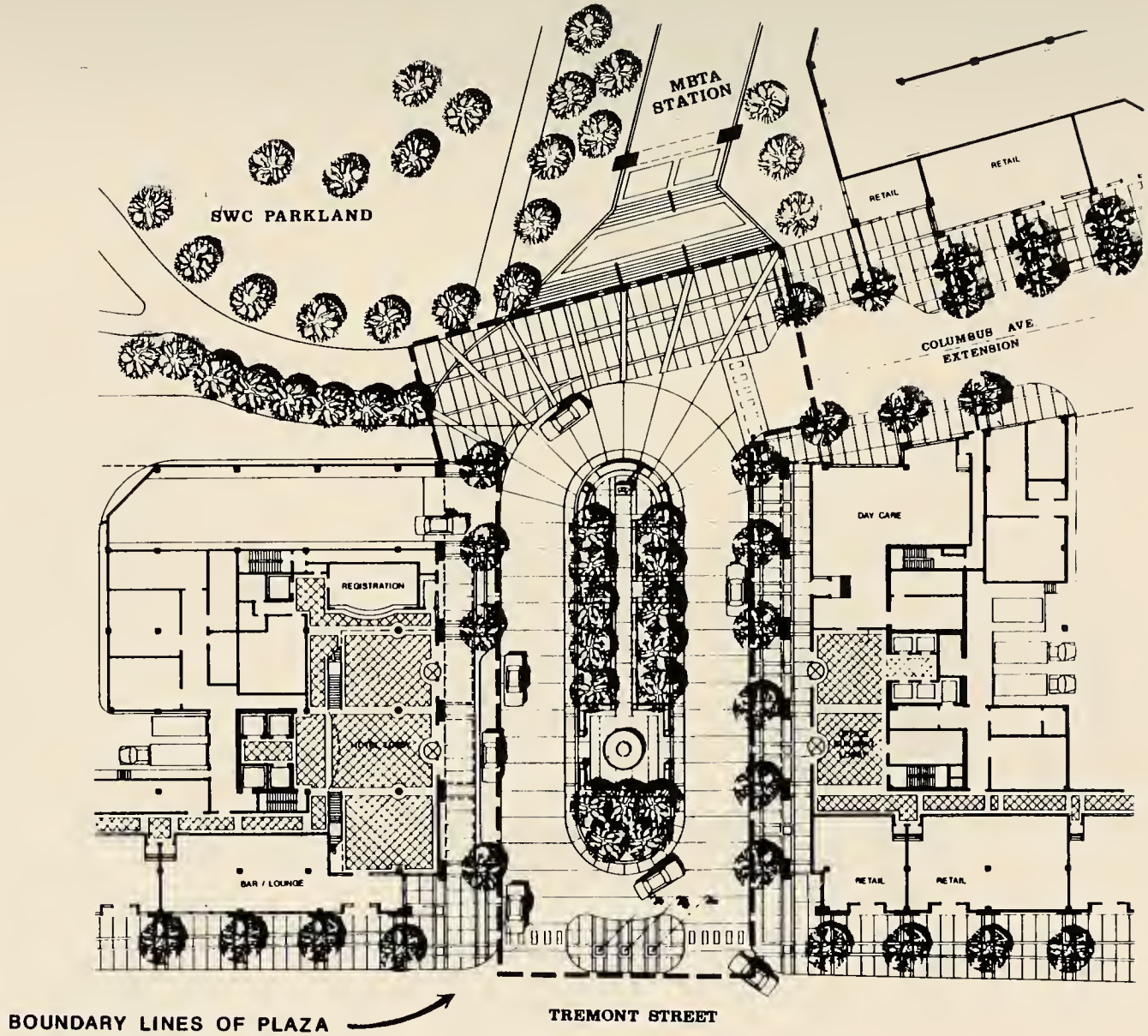
85	An office as an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

3. Forbidden Uses (Exceptions Required)

No.	Use Item
15	Hotel; motel; apartment hotel.
22	Clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot.

EXHIBIT C

PLAZA PLAN



PHASE I: PLAZA PLAN

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

EXHIBIT D

CONCEPTUAL PLANS

1. PERSPECTIVE
2. URBAN DESIGN PRINCIPLES
3. SITE PLAN
4. GROUND FLOOR PLAN
5. PLAZA PLAN
6. BUILDING SITE SECTION
7. GARAGE PLAN

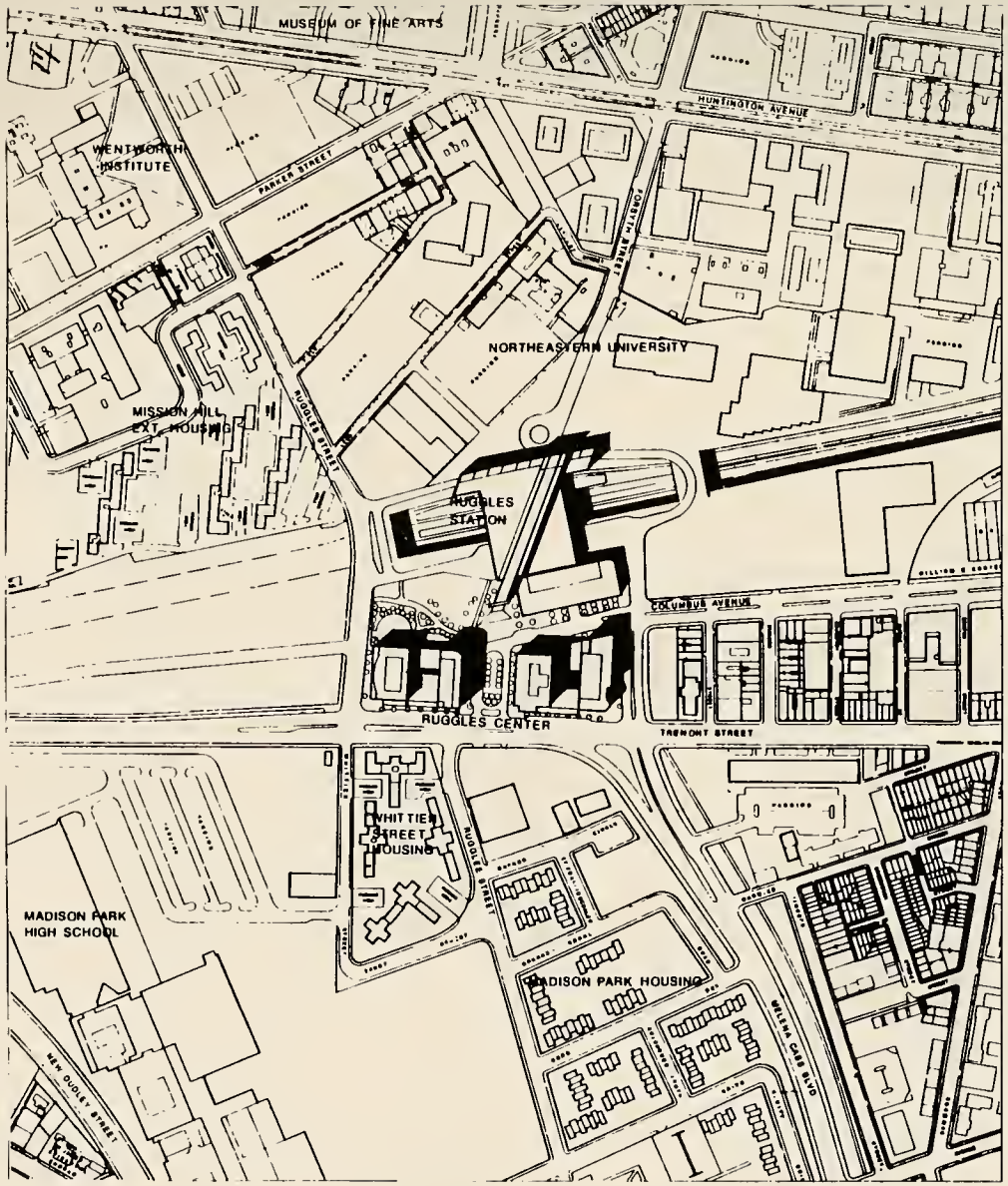
PERSPECTIVE

RUGGLES CENTER

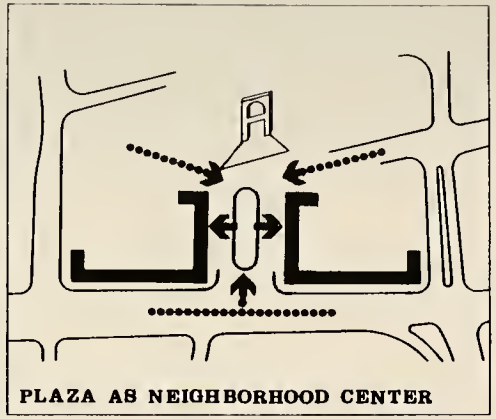
JUNE 1, 1989

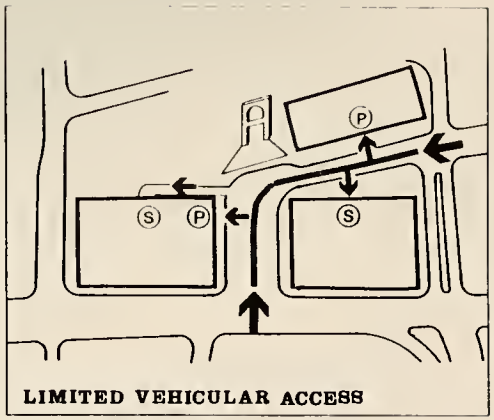
METROPOLITAN/COLUMBIA PLAZA VENTURE

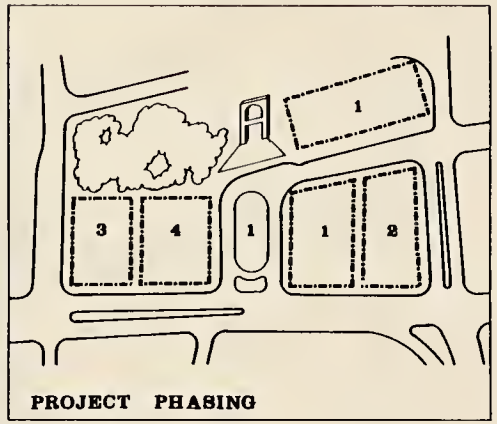
STULL & LEE INC. ARCHITECTS AND PLANNERS

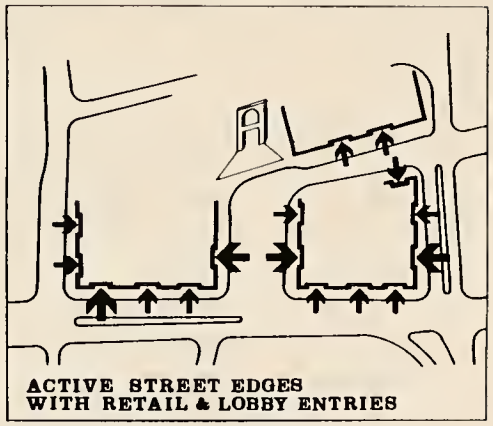


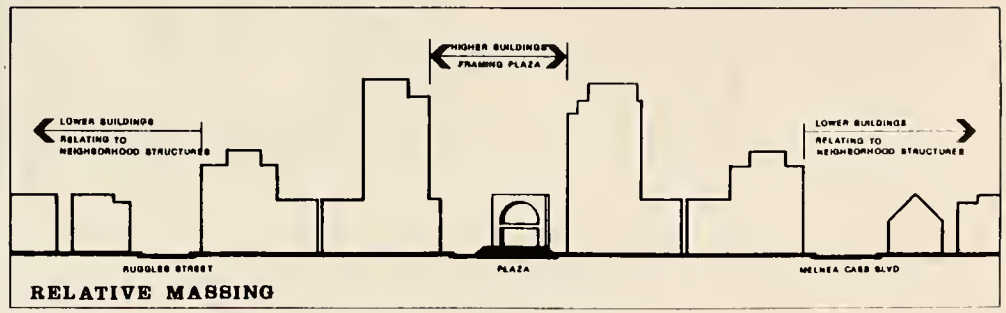
NEIGHBORHOOD PLAN











DEVELOPMENT CONCEPTS

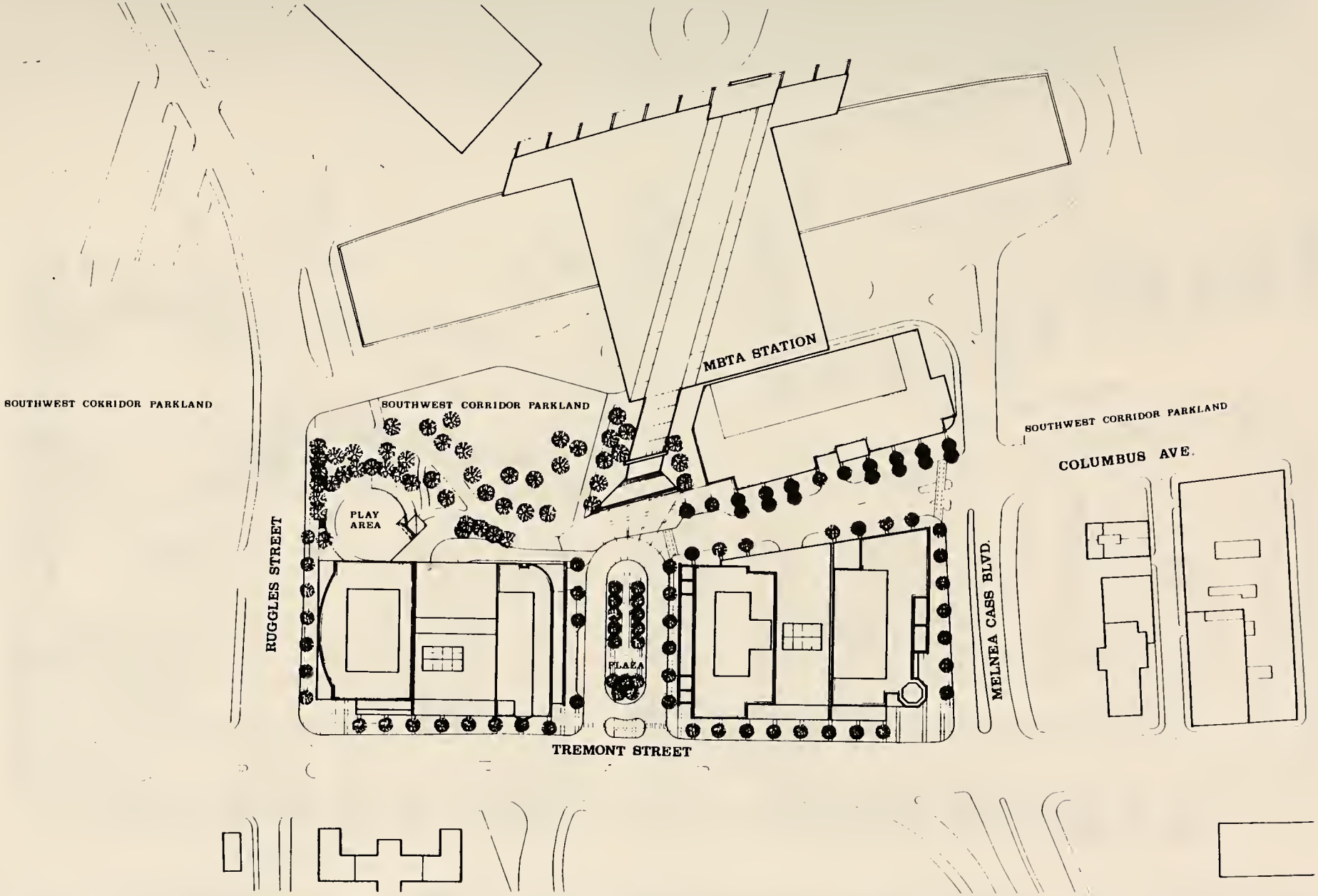
URBAN DESIGN PRINCIPLES

RUGGLES CENTER

JUNE 1, 1999

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS



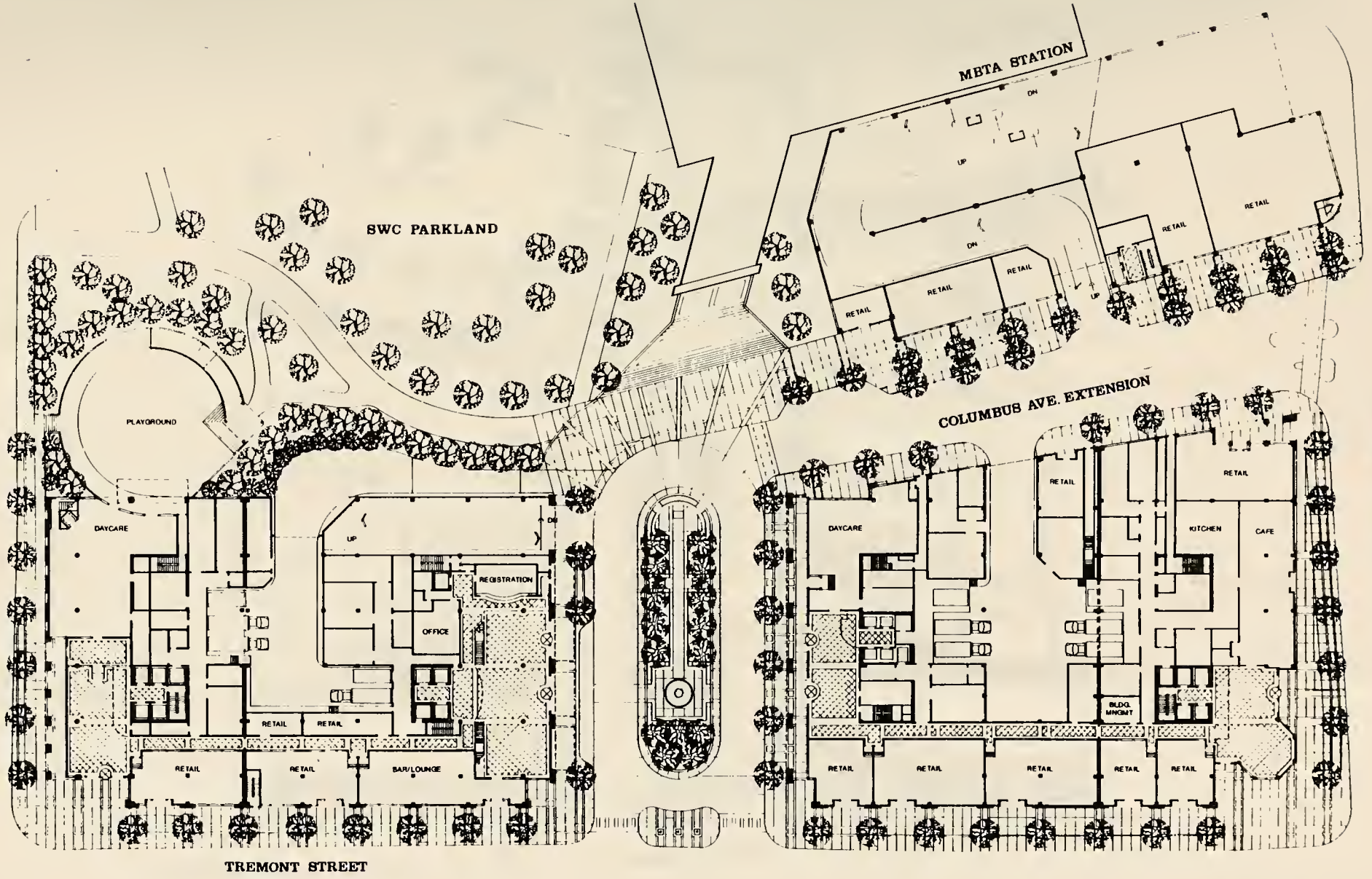
SITE PLAN/ OPEN SPACE PLAN

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



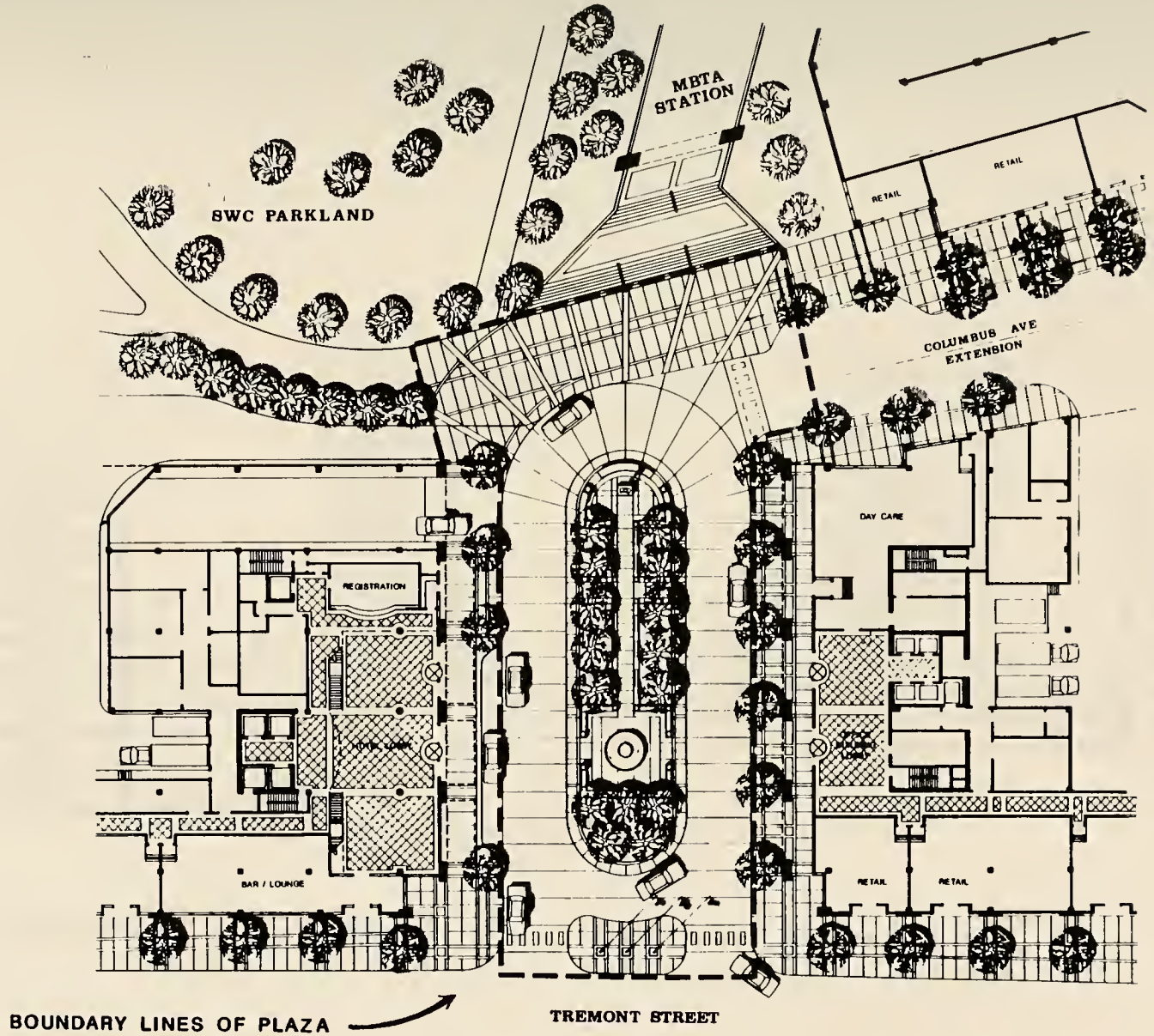
GROUND FLOOR PLAN

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



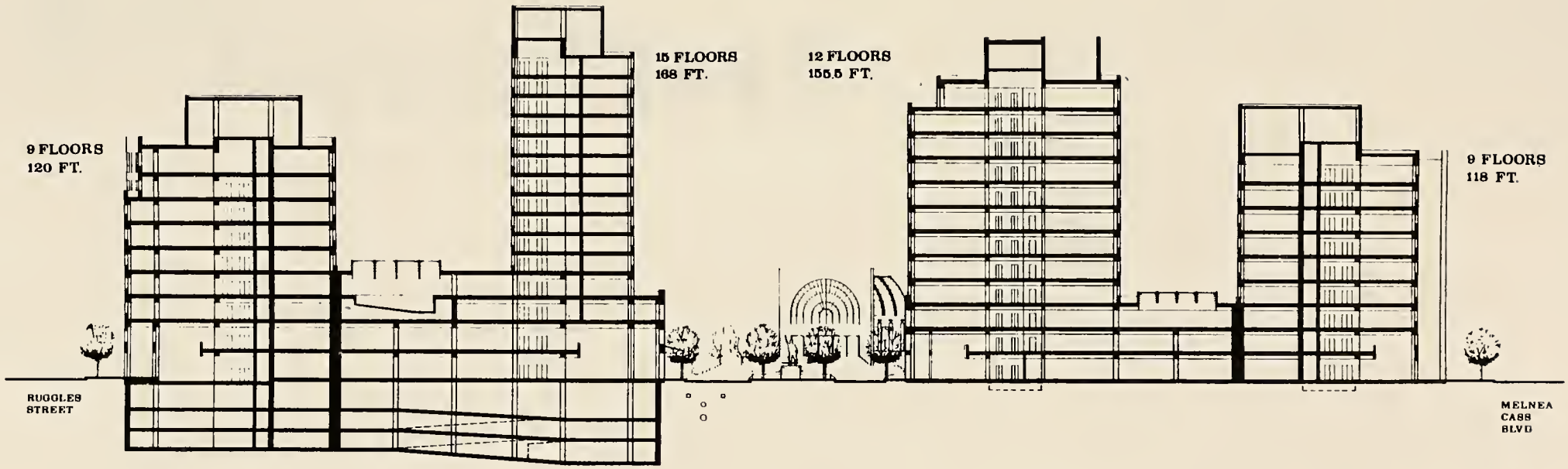
PHASE I: PLAZA PLAN

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



BUILDING / SITE SECTION

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

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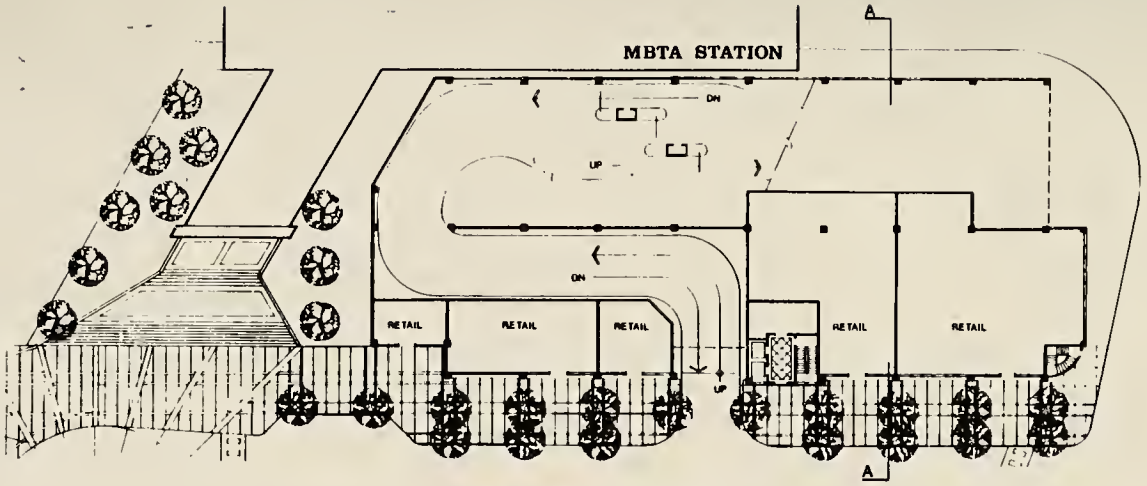
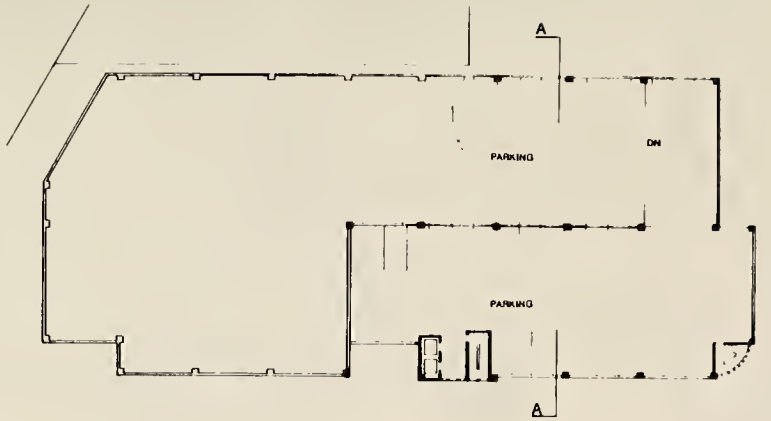
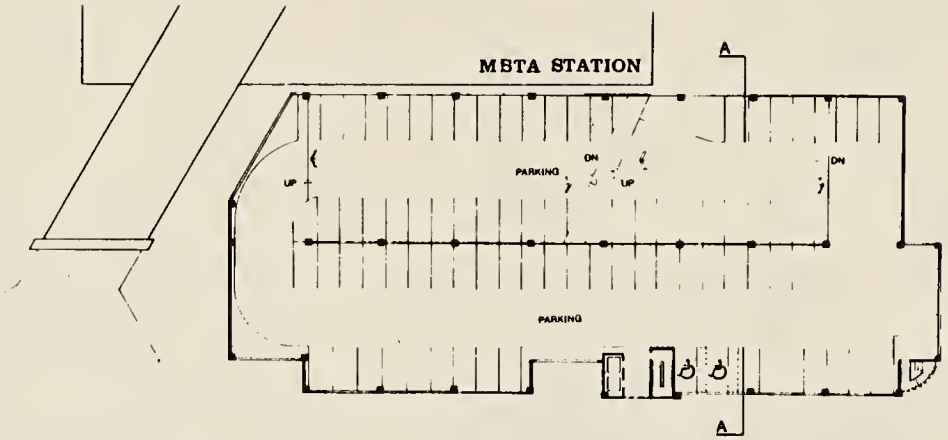


GROUND FLOOR PLAN



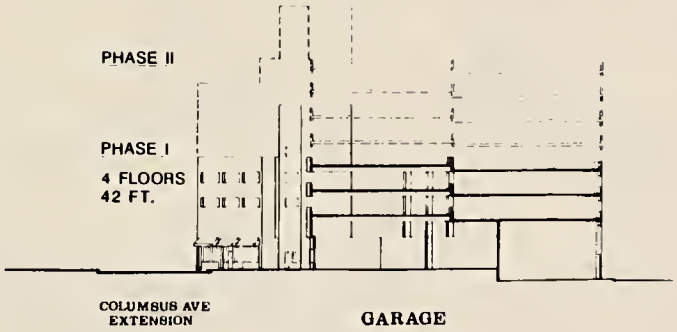
FOURTH FLOOR PLAN



SECOND & THIRD FLOOR PLAN

ABOVE GRADE GARAGE PARKING COUNT

PHASE I	250 CARS
PHASE II	390 CARS
TOTAL	640 CARS



CROSS SECTION A-A

PHASE I: PARKING GARAGE

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

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